

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
COMPREHENSIVE PLAN MAINTENANCE GRANT AGREEMENT

- Betty Hulce
Contact Person _____
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(See Reverse for Standard and Special Conditions)

DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
COMPREHENSIVE PLAN MAINTENANCE AGREEMENT CONDITIONS

A. Eligible Activities

1. The grant funds received by Grantee pursuant to this grant agreement shall be expended only to accomplish and carry out the activities appropriate to maintenance grants as described below.
 - a. Review and amend comprehensive plans and ordinances based upon plan review and update cycles required by Goal 2. This includes plan and ordinance amendments resulting from land use as a single change affecting a large area of jurisdiction. Cities with less than 5,000 people (and counties with an unincorporated population of less than 5,000) may also use the funds for administering actions including zone changes, conditional uses, variances, permits and similar ministerial and quasi-judicial actions;
 - b. Support citizen and agency involvement programs;
 - c. Sponsor and carry out special public workshops and technical training programs on land use; and
 - d. Keep maps and inventory data current.
 - e. County Coordination programs.

B. Standard Conditions

1. A report of work performed as a result of this grant during the grant period shall be submitted by the grantee to DLCD as requested and within 45 days after termination of the grant period. Eligibility for subsequent comprehensive plan maintenance funding is contingent upon receipt of such reporting by the Department of Land Conservation and Development.
2. Standard accepted accounting and fiscal records will be maintained by Grantee of the receipt and expenditure of funds pursuant to this grant agreement. Grant accounting records will be separately maintained from other accounting records.
3. The Attorney General of the State of Oregon and the Director of the Department of Land Conservation and Development (DLCD) or any other duly authorized representative, shall have access to and the right to examine any pertinent books, documents, papers, and records of transactions related to this agreement for three years after the final report is submitted. During the grant period, reports on work activities will be furnished promptly to the Director of DLCD if requested.
4. If Grantee shall fail to comply with any of the requirements or conditions of this agreement, the LCDC may, in its sole discretion and without incurring liability therefore, refuse to perform further pursuant to this agreement, except that LCDC shall make further disbursement to Grantee necessary to pay for services accrued, but not paid prior to the date of such refusal. Grantee shall upon demand by LCDC promptly repay LCDC any unobligated funds.
5. Post acknowledgment plan and land use regulation amendments will be processed through DLCD on standard forms available from the Department.
6. If additional planning tasks were adopted by the Land Conservation and Development Commission at the time of acknowledgment, these tasks must receive highest priority, for the expenditure of these funds. This requirement can be waived in writing by the DLCD.